

REMARKS

The following remarks are in response to the Office action mailed April 14, 2009. Claim 5 has been amended to correct minor informalities. Claims 1-2, and 4-9 are pending in the application. Applicant appreciates Examiner's careful consideration of the patentability of the claims presented.

Claim Rejections Under 35 U.S.C. 112

I. Claim 5 is rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement.

II. Claim 5 is rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

In response to these rejections, Applicant has amended claim 5 by changing the term "satisfactory" to the term "sufficient" in the corresponding line. Since the limitation "determining whether inventory of the product is sufficient" is claimed in amended claim 5, it is submitted that the term "sufficient" of amended claim 5 has sufficient antecedent basis. Accordingly, Applicant submits that amended claim 5 complies with the definiteness requirement of 35 U.S.C. 112. Reconsideration and withdrawal of the rejection of claim 5 under 35 U.S.C. 112, second paragraph, are requested.

Claim Rejections Under 35 U.S.C. 103

I. Claims 1-2 and 4 are rejected under 35 U.S.C. 103(a) as being unpatentable over Choe et al. (US PG Pub. 2002/0069082, hereinafter "Choe") in view of Lettich et al. (US PG Pub. 2002/0049622, hereinafter "Lettich"), still in further view of Lidow (US Pat. Number 6,889,197).

II. Claims 5-9 are rejected under 35 U.S.C. 103(a) as being unpatentable over Choe in view of Lidow.

Applicant respectfully requests reconsideration and removal of the rejections and allowance of claims 1-2, and 4-9. The following remarks herein are responsive to the rejections as understood.

Claims 1-2, and 4

Claim 1 recites in part:

‘... the application server comprising:

a product price information maintaining module for determining a price for each customer’ (emphasis added).

Applicant submits that none of Choe, Lettich and Lidow, taken alone or their combination, teaches or otherwise suggests the invention having the above-highlighted features as set forth in claim 1.

Choe discloses an electronic commerce system that includes a database server for storing various kinds of information, a web server for operating an on-line web site for e-commerce, and an information acquisition server for acquiring various kinds of information (paragraph [0043] and FIG. 1 and FIG. 15). In addition, Choe discloses a divisional order processing server configured to process each scheduled order to perform a partial product shipment at prescribed times, and to register to a temporary order storage unit, wherein the divisional order processing server is coupled to the web server, the database server, and a warehouse network configured to manage a warehouse (claim 14).

According to the disclosures, the web server of Choe can operate an on-line web site for e-commerce, which may include purchase order management. However, the claimed “product price information maintaining module” of claim 1 is not disclosed or suggested at all by Choe. The product price information maintaining module is embodied in the application server, and configured for **determining a price for each customer**, which is not performed by the web server or the divisional order processing server. In particular, the price information of products are not included in the various kinds of information disclosed by Choe. Accordingly, Applicant submits that Choe fails to teach or suggest the feature of “the application server comprising ***a product price information maintaining module for***

determining a price for each customer,” as recited in claim 1 of the present application. In addition, Applicant submits that neither Lettich nor Lidow does not teach or suggest the above-highlighted feature either. Furthermore, any combination of Choe, Lettich and Lidow does not teach or suggest the above-highlighted feature.

Claim 1 further recites in part:

“a customer complaints managing module for managing customer complaints, deferring shipments, ***enquiring whether the customer agrees to reproduction of the products, and informing a relevant workshop to produce the products***” (emphasis added).

Applicant submits that none of Choe, Lettich and Lidow, taken alone or their combination, teaches or otherwise suggests the invention having the above-highlighted features as set forth in claim 1.

On page 10 of the current Office action, Examiner indicates that Choe in view of Lettich does not teach or suggest the above-highlighted features as set forth in claim 1. However, Examiner asserts that Lidow discloses the feature of “enquiring whether the customer agrees to reproduction of the products, and informing a relevant workshop to produce the products.” Applicant respectfully disagrees and traverses that Lidow teaches or suggests the above-asserted feature, for the following reasons.

Lidow discloses a supply chain server checks with suppliers to determine whether the forecasts can be fulfilled by the suppliers. If the forecasts cannot be fulfilled by the suppliers, the supply chain server contacts customers and suppliers or request that customers alter their demands. When supply issues have been resolved, the customers’ demands are sent to the suppliers in groups so that the suppliers need to prepare a smaller number of large orders (col. 3, lines 31-39). Lidow further discloses a determination must be made (1) whether the supplier has replacement parts in inventory and (2) whether the customer needs the replacement immediately. If the customer needs replacement parts immediately, the supplier’s available inventory is the preferred source. If no inventory is available, the replacement parts should be built and delivered to the customer on an expedited basis (col. 18, lines 32-49).

According to the above disclosures, Lidow can determine whether the forecasts can be fulfilled by the suppliers, determine whether the supplier has replacement parts in inventory, and determine whether the customer needs the replacement immediately. However, Lidow cannot enquire whether the customer agrees to reproduction of products, and further cannot inform a relevant workshop to produce the products when the inventory is not sufficient. These features are key to properly manage a purchase order, so as to satisfy customer's demands during the process of managing the purchase order according to the customer's requirements. Accordingly, Applicant submits that Lidow fails to teach or suggest the feature of ***“enquiring whether the customer agrees to reproduction of the products, and informing a relevant workshop to produce the products,”*** as recited in claim 1 of the present application.

In addition, Applicant submits that neither the above-quoted “enquiring...” nor the “informing...” manners are taught or suggested in the combination of Choe and Lettich. From the standpoint of a person of ordinary skill in the art, there are no illustrative instances in Lidow's method for enquiring whether the customer agrees to reproduction of the products, and informing a relevant workshop to commence producing the products, as recited in claim 1 of the present application. That is, a consideration of Choe and/or Lettich with the knowledge generally available to one of ordinary skill in the art still does not provide any suggestion or motivation to modify or combine Lidow to achieve the manner of enquiring or informing provided by claim 1 of the present invention. Accordingly, Choe and Lettich does not contain any teaching or suggestion which might lead one of ordinary skill in the art to provide the above-highlighted limitations as set forth in claim 1, even in view of Lidow.

In conclusion, Applicant submits none of Choe, Lettich and Lidow, taken alone or in combination, teaches or suggests the present invention having the above-highlighted features as set forth in claim 1. That is, claim 1 is unobvious and patentable under 35 U.S.C. § 103(a) over Choe in view of Lettich, and further in view of Lidow. Reconsideration and removal of the rejection and allowance of claim 1 are requested.

Claims 2 and 4 depend from independent claim 1, and thus include all of the limitations of independent claim 1. Therefore, Applicant believes that claims 2 and 4 should also be allowable.

Claims 5-9

Claim 5, as amended recites in part:

“determining whether inventory of the product is sufficient, and dispatching the product via a shipment information maintaining module of the application server, if the inventory is sufficient;

enquiring whether the customer agrees to reproduction of the products via a customer complaints managing module of the application server, ***if the inventory is not sufficient;*** and

informing a relevant workshop to commence producing the products via the customer complaints managing module, ***if the customer agrees to reproduction of the products”*** (emphasis added).

Amended claim 5 is a method claim corresponding to the system for system for purchase order management of claim 1. Referring to and incorporating herein the above-asserted reasons regarding the patentability of claim 1, Applicant submits that neither of Choe nor Lidow, taken alone or in combination, teaches or suggests the present invention having the above-highlighted features as set forth in amended claim 5. That is, amended claim 5 is unobvious and patentable under 35 U.S.C. §103(a) over Choe in view of Lidow. Reconsideration and removal of the rejection and allowance of amended claim 5 are requested.

Claims 6-9 depend from amended independent claim 5, and thus include all of the limitations of amended independent claim 5. Therefore, Applicant believes that claims 6-9 should also be allowable.

Response to Arguments

On the pages 2-3 of the current Office action, Examiner asserts that Lidow discloses the features of “enquiring whether the customer agrees to reproduction of the products, and

informing a relevant workshop to produce the products.” Applicant respectfully disagrees and traverses that Lidow teaches or suggests the above-asserted features as follows.

Lidow discloses a supply chain server checks with suppliers to determine whether the forecasts can be fulfilled by the suppliers. If the forecasts cannot be fulfilled by the suppliers, the supply chain server contacts customers and suppliers or request that customers alter their demands. When supply issues have been resolved, the customers’ demands are sent to the suppliers in groups so that the suppliers need to prepare a smaller number of large orders (col. 3, lines 31-39). Lidow further discloses a determination must be made (1) whether the supplier has replacement parts in inventory and (2) whether the customer needs the replacement immediately. If the customer needs replacement parts immediately, the supplier’s available inventory is the preferred source. If no inventory is available, the replacement parts should be built and delivered to the customer on an expedited basis (col. 18, lines 32-49).

According to the above disclosures, Lidow can determine whether the forecasts can be fulfilled by the suppliers, determine whether the supplier has replacement parts in inventory, and determine whether the customer needs the replacement immediately. However, Lidow cannot enquire whether the customer agrees to reproduction of products, and further cannot inform a relevant workshop to produce the products when the inventory is not sufficient. These features are key to properly managing a purchase order, so as to satisfy customer’s demands during the process of managing the purchase order according to the customer’s requirements. Accordingly, Applicant submits that Lidow fails to teach or suggest the features of “*enquiring whether the customer agrees to reproduction of the products, and informing a relevant workshop to produce the products,*” as recited in claim 1 of the present application.

On page 5 of the current Office action, Examiner states that Choe in view of Lettich discloses the above-highlighted features. Applicant submits that Choe and Lettich does not contain any teaching or suggestion which might lead one of ordinary skill in the art to provide the above-highlighted features, even in view of Lidow.

CONCLUSION

Applicant submits that the foregoing Amendment and Response place this application in condition for allowance. If Examiner believes that there are any issues that can be resolved by a telephone conference, or that there are any informalities that can be corrected by an Examiner's amendment, please call the undersigned at 714.626.1320.

Respectfully submitted,
Ming-Fang Tsai

By /Raymond J. Chew/ Date: May 25, 2009

Raymond J. Chew

Registration No.: 63,989

Please recognize the application with Customer No. 25,859

Foxconn International, Inc.

1650 Memorex Drive Santa Clara, CA 95050

Tel No.: (714) 626-1320

Fax No.: (714) 738-4649